



**Ministry of Finance**  
Republic of Maldives

**Selection of Consultants**

**REQUEST FOR PROPOSAL**

for

**Consultancy for Developing International Port Facilities  
in the North and South of Maldives**

**TES/2019/C-13**

**June 2019**

Issued by: National Tender  
Ministry of Finance

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## Section 1. Letter of Invitation

Reference Number: (IUL)13-K/13/2019/169

Project Number: TES/2019/C-13

### **Consultancy for Development of International Port Facilities in the North and South of Maldives**

1. The Government of the Republic of Maldives represented by the Ministry of Economic Development, invites for the services of Consultancy for Development of International Port Facilities in the North and South of Maldives.
2. The Consultancy Assignment includes Project Scoping, Feasibility Analysis, Project Formulation and Transaction Advisory.
3. Ministry of Finance on behalf of Ministry of Economic Development now invites interested eligible consultants to submit their proposal according to the Request for Proposal (RFP). Interested parties must provide information indicating that they are qualified to perform the services in accordance with the RFP document. The Consultant will be selected based on Quality and Cost based Selection (QCBS) method.
4. The Government of Maldives encourages International firms to submit proposals in association with Maldivian firms. This will be reflected in the evaluation of proposals.
5. Interested consultants shall be registered to submit the proposals upon submission of a written application to the address in clause 08 of this invitation **between 0830hrs and 1330hrs Maldives Time** on all working days from **23<sup>rd</sup> June 2019 till 18<sup>th</sup> July 2019**. A complete set of RFP documents and any information that shall be delivered to the prospective bidders, shall be available for download from the Ministry of Finance website [www.finance.gov.mv](http://www.finance.gov.mv) **from 23<sup>rd</sup> June 2019**. It is the Bidder's responsibility to verify the website for the latest information related to this Bid.
6. Any **clarifications** regarding the assignment shall be sent to the email address given below on or before **1300hrs on 7<sup>th</sup> July 2019**.
7. The proposals are expected to be submitted to the address below by no later than **1300hrs Maldives Time on 21<sup>st</sup> July 2019**.
8. National Tender,  
Ministry of Finance,  
Ameenee Magu, Male', Maldives  
Tel: 1617  
Email: [aishath.nadheema@finance.gov.mv](mailto:aishath.nadheema@finance.gov.mv)  
[tender@finance.gov.mv](mailto:tender@finance.gov.mv)

## Section 2. Instructions to Consultants

### Definitions

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “FBS” means the proposal that fits the budget shall be selected from those determined to have submitted the best quality proposal, with reference to clause 10.47 (a) (iii) of the PFR.
- (g) “Government” means the Government of the Republic of Maldives.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LCS” means the proposal that fulfils the requirement of the Public Office and submits the lowest price shall be selected, with reference to clause 10.47 (a) (iv) of the PFR.
- (j) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (k) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Maldives; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Maldives.
- (l) “PFR” means the Public Financial Regulations of the Republic of Maldives
- (m) “Proposal” means the Technical Proposal and the Financial Proposal.
- (n) “QBS” means proposal with highest quality, with reference to clause 10.47 (a) (ii) of the PFR.

- (o) “QCBS” means proposal with lowest price and highest quality, with reference to clause 10.47 (a) (i) of the PFR.
- (p) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposal (SRFP).
- (q) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (r) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (s) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference, if any. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants or assigning any

reason thereof.

**Conflict of Interest**

1.6 Government policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and their proposals liable for rejection, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor shall advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff

who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Contract. Particularly, the Consultant shall comply with the provisions of the PFR as specified in the Data Sheet.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and Corruption**

1.7 It is the Government's policy to requires that the Client, as well as Consultants and their sub-consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Government:

(a) defines, for the purpose of this provision, the terms set forth

below as follows:

- (i) “corrupt practice” means to give a valuable, or offer to give, or receive, or directly or indirectly provide assistance or participate, in order to unduly influence officers work in the procurement stage or implementation of contracts;
  - (ii) “fraudulent practice” means to give misleading information or falsify information at procurement stage or implementation of contracts;
  - (iii) “collusive practices” means to try to deceive a Public Office by a bidder, or bidder’s colluding together, to fix the bid price causing loss of competitiveness, or try to induce the outcome of a bid towards a party;
  - (iv) “coercive practices” means to forcibly participate in procurement or hindering the implementation of a contract by threatening.
  - (v) “obstructive practice” is to intentionally destroy evidence, falsify documents, attempt to hide something, give false evidence to investigations, commit an act that may cause delays to ongoing investigations or attempt to commit such an act and commit any act similar to corruptions, threaten, annoyance.
- (b) will reject/cancel a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question without the Client having taken timely and appropriate action satisfactory to the Government to address such practices when they occur;
  - (c) will suspend a consultant or individual from participation in public procurement, by declaring it ineligible, either indefinitely or for a stated period of time, to be awarded a Government-funded contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Government-financed contract; and
  - (d) will include a provision in contracts financed by the Government, requiring Consultants, and their sub-consultants to permit the Government to inspect their accounts and records and other documents relating to the



bid submission and contract performance and to have them audited by auditors appointed by the Government.

- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government in accordance with Clause 2.15.(b) of the PFR. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Origin of Goods and Consulting Services** 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Republic of Maldives prohibits commercial relations with that country; or
  - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Maldives prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only one Proposal** 1.11 The Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility** 1.13 A potential Consultant shall meet the following criteria to be eligible

to participate in public procurement:

- (a) have the legal capacity to enter into the contract;
- (b) should not be currently under suspension as per Chapter 17 of the PFR.
- (c) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;
- (d) have fulfilled its obligations to pay taxes and social security contributions;
- (e) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and
- (f) not have a conflict of interest in relation to the procurement requirement in accordance with Sub-Clause 1.6.

**Eligibility of Sub-Consultants**

1.14 In case Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in 1.13 above.

**2. Clarification and Amendment of RFP Documents**

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**3. Preparation of**

3.1 The Proposal (see Para. 1.2), as well as all related correspondence

**Proposals**

exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Language**

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical Proposal Format and Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using

the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule

(Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (ii) For the STP only: the description of the approach, methodology and work plan should generally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**Financial Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**Taxes**

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will

not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

- 3.8 Unless otherwise specified in the Data Sheet, the Consultant is free to quote the proposal price in up to two freely convertible foreign currencies in addition to the Maldivian Rufiyaa.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement Reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial

Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved in accordance with Government public procurement procedures.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**

- 5.4 After the technical evaluation is completed and the Government has issued its approval (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = (St \times T) + (Sf \times P)$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of the Quality Based Selection (QBS), the Client will



- select the proposal obtaining the highest technical score. The selected firm is invited for negotiations.
- 5.9 In the case of a Fixed Budget Selection (FBS), the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected.
- 5.10 In the case of the Least-Cost Selection (LCS), the Client will select the lowest proposal among those that passed the minimum technical score. The selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Republic of Maldives, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For QBS, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to

- staff/experts** negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

## Instructions to Consultants

### DATA SHEET

The following data shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC) in Section 1. Whenever there is a conflict, the provisions herein shall prevail over those in Section 1.

Paragraph Reference	Data that supplements the ITC
1.1	<p>Name of the Client :</p> <p style="text-align: center;"><b>National Tender</b>  Ministry of Finance,  Ameenee Magu, Male'-20-03,  Republic of Maldives  Tel. (960)-334 9 203  Fax (960)-332 0 706  Email: aishath nadheema@finance.gov.mv  tender@finance.gov.mv</p> <p>Method of selection: Quality and Cost Based Selection [QCBS] ;</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <i>Yes</i></p> <p>Name of the assignment is Consultancy for Developing International Port Facilities in the North and South of Maldives</p>
1.3	<p>A pre-proposal conference will be held: <u>No</u></p> <p>The Client's representative is:  <b>National Tender</b>  Ministry of Finance,  Ameenee Magu, Male'-20-03,  Republic of Maldives  Tel. (960)-334 9 203  Fax (960)-332 0 706  Email: aishath nadheema@finance.gov.mv  tender@finance.gov.mv</p>
1.6 (iii)	<p>Additionally, the Consultant shall not commit such acts stated in clause 2.15(b)(vi) of the PFR nor act in any manner that might facilitate such acts.</p>

1.12	Proposals must remain valid for <b>90 days</b> after the submission date, i.e. until: <b>21<sup>st</sup> October 2019</b>
2.1	<p>Clarifications may be requested before <b>7<sup>th</sup> July 2019, 1300 hours.</b></p> <p>The address for requesting clarifications is:  The Client's representative is:  <b>National Tender</b>  Ministry of Finance,  Ameenee Magu, Male'-20-03,  Republic of Maldives  Tel. (960)-334 9 203  Fax (960)-332 0 706  Email: aishath nadheema@finance.gov.mv  tender@finance.gov.mv</p>
3.1	Proposals shall be submitted in the following language:- English
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No.
3.3 (b)	The estimated number of professional staff-months required for the assignment is: <b>7 calendar months.</b>
3.4	The format of the Technical Proposal to be submitted is: FTP
3.6	<ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> </ol>

	<p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<b>3.7</b>	<p>Consultants are required to include all indirect taxes in their Financial Proposals.</p> <p>For more information on Maldivian Tax Regulations:  <a href="https://mira.gov.mv/Default_Eng.aspx">https://mira.gov.mv/Default_Eng.aspx</a></p>
<b>3.8</b>	<p>The Consultant is required to quote entirely in <b>Maldivian Rufiyaa</b> or in <b>United States Dollar</b>.</p>
<b>4.3</b>	<p>Consultant must submit <b>one original, one copy</b> and <b>one softcopy</b> of the <b>Technical Proposal</b>, and <b>one original</b> and <b>one copy</b> of the <b>Financial Proposal</b>.</p> <p><i>Please clearly mark the name of the Consultancy Assignment and indicate Financial Proposal or Technical Proposal on the envelopes.</i></p>
<b>4.5</b>	<p>The Proposal submission address is:  National Tender  Ministry of Finance,  Ameenee Magu, Male’-20-03,  Republic of Maldives  Tel. (960) 1617  Fax (960)-332 0 706  Email: aishath nadheema@finance.gov.mv  Cc: tender@finance.gov.mv</p> <hr/> <p>The proposals are expected to be submitted to the address by <b>1300 hours</b> local time on <b>21<sup>st</sup> July 2019, Sunday</b>.</p>

5.2(a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td colspan="2">(i) Specific experience of the firm relevant to the assignment:</td> </tr> <tr> <td style="padding-left: 20px;">a) Experience on projects of similar nature</td> <td style="text-align: right;">50</td> </tr> <tr> <td style="padding-left: 20px;">b) Experience on projects of similar size</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td colspan="2">(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">20</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td colspan="2">(iii) Key professional staff qualifications and competence for the assignment:</td> </tr> <tr> <td style="padding-left: 20px;"><i>a) Port and Logistics Expert</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>b) Financial Analyst</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>c) Structural Engineer</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>d) Geotechnical Engineer</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>e) Economic and Social Impact Analyst</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>f) Environmental Impact Analyst</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>g) Master Planner</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td style="padding-left: 20px;"><i>h) Transaction Advisor</i></td> <td style="text-align: right;">10</td> </tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; 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5.6	<p>The single currency for price conversions is: <b>United State Dollar</b></p> <p>The source of official selling rates is : Maldives Monetary Authority</p> <p>The date for the exchange rate shall be: the date of the bid submission.</p>
5.7	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <b>T = 0.8</b>, and  <b>P = 0.2</b></p>
6.1	<p>Expected date for contract negotiations: <b>August 2019.</b></p>
7.2	<p>Expected date for commencement of consulting services: <b>September/ October 2019.</b></p>



### **Section 3. Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

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**FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM**

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*[Location, Date]*

To: *[Name and address of Client / Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]<sup>1</sup>* as a Joint Venture confirming joint and several liability or as sub-consultants *[strike out whichever is not applicable]*.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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<sup>1</sup> *[Delete in case no association is foreseen.]*

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**FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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**A - Consultant’s Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

### B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use up to 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

---

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON  
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

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**FORM TECH-4            DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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(For small or very simple assignments the Client should omit the following text in Italic)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Tech-8 .*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

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**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

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<b>1. Key Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>2. Non-Key/ Support Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**


---

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

\_\_\_\_\_

**6. Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

\_\_\_\_\_

**8. Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

\_\_\_\_\_

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>
------------------------------------	------------------------------------------------------------------------------------------

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
----------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>**

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total		
<b>Foreign</b>																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
													<b>Subtotal</b>						
<b>Local</b>																			
1		[Home]																	
		[Field]																	
2																			
n																			
													<b>Subtotal</b>						
													<b>Total</b>						

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Calendar Months counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input



#### **Section 4. Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 3 of the Letter of Invitation.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Breakdown of Reimbursable expenses

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**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**


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[Location, Date]

To: [Name and address of Client / Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>: [If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution].”

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

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**FORM FIN-2 SUMMARY OF COSTS**


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<b>Item</b>	<b>Costs</b>		
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	Maldivian Rufiyaa (MVR)
Total Costs of Financial Proposal <sup>2</sup>			

- 1 Indicate between brackets the name of up to two foreign currencies in addition to the local currency i.e. Maldivian Rufiyaa (MVR); use as many columns as needed, and delete the others.
- 2 Indicate the total costs, excluding local indirect taxes to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.



**FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>**

<b>Group of Activities (Phase):<sup>2</sup></b> _____ _____	<b>Description:<sup>3</sup></b> _____ _____		
<b>Cost component</b>	<b>Costs</b>		
	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	Maldivian Rufiyaa (MVR)
Remuneration <sup>5</sup>			
Reimbursable Expenses <sup>5</sup>			
Subtotals			

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

**FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client/Procuring Entity)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work for foreign staff.



**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.



**Ministry of Finance  
Republic of Maldives**

## **Terms of Reference**

**Consultancy for Developing International Port Facilities in the  
North and South of Maldives  
Project Number: TES/2019/C-13**

June 2019

## **I. Background**

1. The International Port infrastructure of the Maldives consists of the Male' Commercial Harbour (MCH), the Northern Regional Port of Kulhudhuffushi and the Southern Regional Port of Hithadhoo. In addition, there are several smaller privately owned port infrastructure, where international cargo are discharged, at present.
2. The Male' Commercial Harbour (MCH) is the main gateway for international cargo into the Maldives, and is the distributional hub for domestic cargo.
3. The MCH is currently operating at maximum physical capacity and the government is seeking to develop a new international port in the nearby island of Gulhifalhu with the intent to develop a modern, globally competitive port. This port once developed will be the main international gateway to the Maldives.
4. Two main shipping lanes in the Indian Ocean pass closely by the Maldives. The first is the East – West shipping lane which passes south of Sri Lanka and just north of the Maldives. The second is the Far East – Africa trade lane, which passes through the One and a Half Degree Channel. While this creates the potential for transshipment and other port services, the Maldives has so far been unable to tap into this market, primarily as a result of a lack of infrastructure
5. The Government of Maldives (GoM) sees the development of transshipment and logistics facilities in the Maldives as an area which Maldives could have a competitive advantage given its proximity to global trading routes. International port and logistics sector is seen as a potential sector that could help diversify the Maldivian economy, which is currently largely based on tourism. As such the government is exploring the following options for developing the international port and logistics sector in the North and South of Maldives:
  - a. Option 1: Establish a full-fledged, modern Transshipment Port in Ihavandhippolhu.
  - b. Option 2: Establish a full-fledged, modern Transshipment Port close to One and a Half Degree Channel.
  - c. Option 3: Establish an International Port close to One and a Half Degree Channel focusing on Bunkering, Supplies, Ship Repair and other related services without Transshipment Services.
  - d. Option 4: Develop Hithadhoo Port focusing on International Bunkering, Supplies, Ship Repair and other related services.
6. The GoM intends to develop feasible option(s) under a Public Private Partnership (PPP) arrangement.

7. The analysis for the 4 options stated above, should integrate and explore the potential for light manufacturing, processing, packaging, real estate, tourism related projects and other industries complimentary to the proposed investments.
8. To avoid any confusion, these port initiatives will be in addition to the International Port to be developed in the Greater Male' area (in Gulhifalhu), for which a separate project will be formulated.

## **II. Objective**

The objective of the consultancy is to first undertake a scoping and pre-feasibility of the four options listed above and to recommend potentially feasible options. Once the options are identified, and upon review by the GoM, the Consultant will further develop the potentially feasible options by conducting detailed feasibility studies, business cases and PPP structures to equip the GoM with the documents required to seek development partners for the project.

## **III. Scope of the Services**

9. The consultancy is divided into three main stages. The scope of work of consultancy includes the following:

- **Stage 1: Scoping Stage**

- Review the existing studies on the maritime sector of the Maldives.
- Review existing port facilities and related infrastructure in the Maldives.
- Meet with relevant stakeholders in the public and private sector and seek their views and feedback on their current challenges and future expectations on the port and logistics sector.
- Conduct liner interviews to gauge interest of the world's leading shipping lines, particularly those liners utilizing the shipping lanes close to Maldives. The idea being to explore their interest in using the proposed transshipment facilities in the Maldives, should they materialize or taking part as an equity partner in the proposed transshipment based projects in Maldives.
- Conduct demand and supply analysis in consideration of the drivers of demand and supply. Based on this analysis, evaluate the current and forecasted traffic and volume scenarios and its distribution in the region.
- Conduct pre-feasibility for all four options, and identify potentially feasible options.
- The studies should also take into account the market competition within this region for transshipment/international ports and also other port development



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projects in Maldives including the planned Gulhifalhu International Port project that will be developed concurrently with the projects in this TOR.

- Present the outputs to the policy makers and key stakeholders in the form of presentations and reports.

- **Stage 2: Feasibility and Project Formulation Stage for the Project(s) chosen at the end of Scoping Stage**

- Identify optimal locations and review their geographic conditions and undertake basic surveys of the locations.
- Analyze the optimal layout of the port(s). This analysis should consider the design and requirements for infrastructure, superstructure, equipment and facilities at the port(s), as well as the phasing of the future expansion of the port(s).
- Analyze the interlinkages of the port(s) with population centers, other support facilities and industries surrounding the port(s).
- Analyze the requirements for the ancillary infrastructure and services, such as electricity, water, roads etc.
- Analyze and consider the port equipment required to handle the various types and quantity of cargo that is expected to be handled in the port(s). The equipment should be sufficient to handle the number of container throughput forecasted to be handled in the port(s).
- Produce basic conceptual master plan(s) for the port(s) and integrated facilities/developments for the chosen options.
- Produce 3D rendering of the port(s) with videos and images to be presented to policy makers and for marketing / seeking investors.
- CAPEX estimates of the port(s), the integrated developments, land reclamation and the ancillary infrastructure.
- Conduct feasibility studies of the project(s), with the financial outcomes of the project(s) as including, net present value(s), and internal rate of return and payback period and compile business case(s).
- Analyze the social and environmental implications of the port project(s)
- Analyze the overall macroeconomic implications of the port project(s) including the impact on GDP, government budget and external accounts.
- Present the outputs to the policy makers and key stakeholders in the form of presentations and reports.

- **Stage 3: Transaction Advisory Stage**
    - Analyze and identify the optimal PPP arrangements for the project(s).
    - Produce Master Procurement Plan(s).
    - Produce tender documents and contracts to engage PPP development partners.
    - Assist the Government in reaching potential internationally leading investors for the project(s) if requested by the Government.
    - Assist the Government in answering queries from potential bidders during the procurement process and in undertaking pre-bid meetings if requested by the Government.
    - Assist the government in the evaluation and selection of PPP partners if requested by the Government.
    - Identify and develop the legal and regulatory requirements for the project(s).
10. On a day to day basis, the consultants will work closely with and be supported by the staff of Ministry of Economic Development (MED), the Ministry of National Planning and Infrastructure (MNPI) and any other designated agency(ies) on behalf of GoM.

#### **IV. Key Deliverables**

11. The consultants shall deliver the following outputs during the consultancy:
- Scoping Stage
    - Inception Report.
    - A pre-feasibility report for the 4 options that should at minimum include the following details :
      - Updated demand analysis, with traffic and volume forecasts for various scenarios
      - Liner interviews to gauge interest of the world's leading shipping lines using the shipping lanes close to Maldives.
      - A record of the stakeholder meetings and documents used including summaries of liner interviews.
      - Details of the potential for light manufacturing, processing, packaging, real estate, tourism related projects and other means explored to enhance the commercial viability of the projects.
      - Market competition within this region for transshipment/international ports and also other port development

- 
- projects in Maldives including the planned Gulhifalhu International Port project that will be developed concurrently with the projects in this TOR.
- Preliminary financial and technical feasibility of the options. This should include preliminary calculations for net present value, internal rate of return and payback period.
    - Recommendations on the potentially feasible options.
    - An executive summary of the report.
  - Financial model developed in Microsoft Excel including the assumptions and linkages used, which should be able to illustrate various scenarios.
  - Slide show presentations for policy makers and key stakeholders.
- Feasibility and Project Formulation Stage
    - Basic conceptual master plan(s) of the port(s) and integrated developments.
    - 3D rendering of the port(s) with videos and images to be presented to policy makers and for marketing / seeking investors.
    - Feasibility report(s) for the options identified as potentially feasible options in Stage 1. The report(s) should at minimum include the following details:
      - social, economic, and technical rationale of the proposed project(s)
      - updated demand analysis, with traffic and volume forecasts for various scenarios
      - liner interviews
      - identification of available location(s) for the proposed project(s)
      - the preliminary layout of the port(s) and related zone(s)
      - the infrastructure, superstructure, equipment and other services at the port(s) and related zone(s)
      - suitability of proposed equipment and specifications thereof
      - the requirements for the ancillary infrastructure and services, such as electricity, water, sewerage, drainage, ICT, roads etc.
      - requirements and availability of raw materials, intermediate inputs, skilled and unskilled manpower
      - availability & continuous supply of materials, skilled and unskilled manpower post commissioning for operation and maintenance.
      - CAPEX estimates of the project(s) including but not limited to cargo / container handling equipment, the integrated developments, land reclamation, the ancillary infrastructure and services, such as electricity, water, sewerage, drainage, ICT, roads etc.

- detailed cost break-up along with detailed justification under each head.
  - financial and technical feasibility of the project(s). The financial feasibility should include net present value, internal rate of return and payback period.
  - financial models developed in Microsoft Excel, including the assumptions and linkages used, which should be able to illustrate various scenarios. The files should be editable.
  - social and environmental impacts of the project(s).
  - overall macroeconomic economic implications of the project(s), including the impact on GDP, government budget and external accounts.
  - commitment from various authorities for implementation of the project(s), such as allotment of land, environmental clearances, security of personnel, clearance of goods from ports, and transportation to site.
  - an evaluation of the technical and financial sustainability plan of the proposed project(s), development benefits arising from the project(s), and the capability for post project implementation.
  - a record of the stakeholder meetings and documents used
  - an executive summary of the report
  - any other relevant details requested by the client
  - any other comments or suggestions
- The feasibility study should also take into account the following:
- Phasing the development of the port(s).
  - Market competition within this region for transshipment/international ports.
  - The other port projects (including Gulhifalhu Port Project) in Maldives which will be carried out concurrently.
  - Feasibility of setting up light manufacturing, packaging and processing factories near the port(s) for export and import substitution.
  - Feasibility of international bunkering services (including OPL bunkering), ship supplies, crew exchange, ship repair and other related services in the project(s)

- Real estate, tourism related projects and other means to enhance the commercial viability of the project(s).
  - Other relevant reports requested by GoM
  - Slide show presentations of above outputs for policy makers and key stakeholders.
- Transaction Advisory Stage
  - Recommendations on the appropriate PPP structure.
  - Master Procurement Plan.
  - Tender documents and contracts to engage PPP development partners.
  - Assistance to the Government in reaching potential internationally leading investors for the project if requested by the Government.
  - Assistance to the Government in answering queries from potential bidders during the procurement process and in undertaking pre-bid meetings if requested by the Government.
  - Assistance to the Government in the evaluation and selection of PPP partners if requested by the Government.
  - Report on the legal and regulatory requirements for the transshipment port(s), and produce draft laws, regulations and other documents required.
  - Slide show presentations for policy makers and key stakeholders.
  - Produce Final Report of the Consultancy Assignment

12. GoM may provide comments to the reports/outputs once submitted. The consultant shall submit revised reports within 7 days of receiving comments from GoM.

## **V. Specialists Required**

13. The assignment will be handled by a consultancy firm/consortium which has expertise in the following areas at minimum:

- Port and Logistics
- Financial Analysis
- Structural Engineering (specialized in port/maritime design)
- Geotechnics
- 3D Rendering
- Economic and Social Impact Analysis
- Environmental Impact Analysis
- Master Planning

- PPP Transaction Advisory
14. It is the firm's responsibility to access the required inputs of key professionals in the required areas.
15. All professionals deployed on this assignment shall be proficient in English and should have proven adequate academic and professional background. The following factors would be looked at in evaluating the team members:
- All team members should have a degree in a related field, preferably at the post graduate level.
  - All international team members should have minimum 10 years of experience in the field. Special consideration would be given to experience in similar projects and experience in the areas related to port development, management, and related areas.
  - All Maldivian team members should have minimum 5 years of experience in the field.
  - One member should be assigned as a team leader. The team leader should have a minimum of 15 years of experience in the field and should have experience in conducting similar consultancies.
  - All professionals engaged should disclose any potential conflict of interest in performing the task.

## VI. Contents of Proposal and Submission

16. Interested international parties are requested to submit Proposals to the Government of Maldives. The Proposals should include the following information ;
- The profile of the firm / consortium partners including letters of collaboration/association/consent.
  - Information and nature of similar assignments carried out by the firm / consortium partners within the past ten years.
  - The CVs of the experts to be mobilized for the exercise.
  - The methodology, work plan, and deliverables should be submitted. Work plan should identify the split between on-site and off-site engagement.
  - The duration of the exercise and how the time would be split between the stages of the consultancy. **The expected timeline for the exercise is stipulated in Appendix B of this RFP.**
17. The Government encourages international firms to submit proposals in partnership with Maldivian consultants and this has been reflected in the evaluation criteria.

**Section 6. Standard Forms of Contract and Annexures**

**S T A N D A R D F O R M O F C O N T R A C T**

**Consultants' Services**  
Lump Sum





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**CONTRACT FOR CONSULTANTS' SERVICES**

**Lump-Sum**

between

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*[Name of the Client / Procuring Entity]*

and

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*[Name of the Consultant]*

Dated: \_\_\_\_\_



## I. Form of Contract LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[Name of Client / Procuring Entity]* (hereinafter called the “Client”) and, on the other hand, *[Name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has secured budgeted funds towards the cost of the Services and intends to apply a portion of the funds to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*
    - Appendix A: Description of Services \_\_\_\_\_
    - Appendix B: Reporting Requirements \_\_\_\_\_
    - Appendix C: Key Personnel and Sub-Consultants \_\_\_\_\_
    - Appendix D: Breakdown of Contract Price in Foreign Currency \_\_\_\_\_
    - Appendix E: Breakdown of Contract Price in Local Currency \_\_\_\_\_
    - Appendix F: Services and Facilities Provided by the Client \_\_\_\_\_
    - Appendix G: Form of Advance Payment Guarantee \_\_\_\_\_
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Client]*

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*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

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*[Authorized Representative]*

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

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*[Authorized Representative]*

*[name of member]*

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*[Authorized Representative]*

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Maldives, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract Agreement signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Eligible Countries” means the countries and territories eligible as listed in the SCC.
- (h) “Foreign Currency” means any currency other than the currency of the Maldivian Rufiyaa (MVR).
- (i) “GC” means these General Conditions of Contract.
- (j) “Government” means the Government of the Republic of Maldives.
- (k) “Lump Sum contract” means a contract under which the Services are performed for an all inclusive fixed total amount.
- (l) “Local Currency” means the currency of the Republic of Maldives i.e. Maldivian Rufiyaa.
- (m) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (n) “Party” means the Client/Procuring Entity or the Consultant, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (p) “Reimbursable expenses” means all assignment-related costs other

than Consultant's remuneration.

- (q) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (t) "In writing" means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Maldives or elsewhere, as the Client may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC.
- 1.9 Fraud and Corruption** If the Procuring Entity determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive coercive, or

obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.3.

### 1.9.1 Definitions

(a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means to give a valuable, or offer to give, or receive, or directly or indirectly provide assistance or participate, in order to unduly influence officers work in the procurement stage or implementation of contracts;
- (ii) “fraudulent practice” means to give misleading information or falsify information at procurement stage or implementation of contracts;
- (iii) “collusive practices” means to try to deceive a Public Office by a bidder, or bidder’s colluding together, to fix the bid price causing loss of competitiveness, or try to induce the outcome of a bid towards a party;
- (iv) “coercive practices” means to forcibly participate in procurement or hindering the implementation of a contract by threatening;
- (v) “obstructive practice” is to intentionally destroy evidence, falsify documents, attempt to hide something, give false evidence to investigations, commit an act that may cause delays to ongoing investigations or attempt to commit such an act and commit any act similar to corruptions, threaten, annoyance.

### 1.9.2 Measures to be Taken

- (vi) will cancel the portion of the budget allocated to a contract if it determines at any time that representatives of the Client were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Client having taken timely and appropriate action satisfactory to remedy the situation;
- (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract in Republic of Maldives, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government-financed contract in Republic of Maldives;

- 1.9.3 Commissions and Fees** The Client will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
- 1.10 Eligibility** The Consultant and its sub-consultants shall have the nationality of an eligible country. A Consultant or sub-consultant shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- The Consultant and its sub-consultants shall provide Personnel who shall be citizens of eligible countries. Eligibility requirements shall be noted in the SCC.,

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other date, after it is signed by both parties, as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as



soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations within thirty (30) days of receipt of such notice of suspension or within such further period as the Procuring Entity may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

- 2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and, subject to Clause 3.2.2 hereof, the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in soft copies through official email or in flash drive, in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant shall permit the Government and/or persons appointed by the Government to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Government if required by the Government. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under this Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Government Financial Regulations).

#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key

Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Approval of Personnel**

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

**4.3 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE CLIENT

**5.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC viz:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Maldives.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and

effective implementation of the Services.

- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Republic of Maldives reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.  
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- The Client shall notify the Consultant of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. The Client shall not unreasonably withhold payment of any undisputed portion of a request for payment. Should any discrepancy be found to exist between actual payment made and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond sixty (60) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## 7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or

in connection with this Contract or its interpretation.

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GCC 8.2 shall apply.

**8.2 Dispute  
Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>Applicable Law:</b> The Contract shall be governed by the laws of the Republic of Maldives.
1.3	The language is: English.
<u>1.4</u>	<p>The addresses are:</p> <p>Attention:</p> <p>Client: Ministry of Economic Development Boduthakurufaanu Magu, Male' 20125 Republic of Maldives</p> <p>E-mail:</p> <p><u>Consultant:</u> _____</p> <p>_____</p> <p><u>Attention:</u> _____</p> <p><u>Facsimile:</u> _____</p> <p><u>E-mail:</u> _____</p>

1.6	<p>The Member in Charge is <i>[insert name of member]</i></p> <p><i>[Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.4 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.]</i></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
1.8	<p>The Consultant, Sub-Consultants and Personnel shall pay all such indirect taxes, duties, fees and other impositions as levied under the Applicable Law.</p>
1.10	<p><b>Eligible Countries:</b> All countries are eligible, unless as a matter of law or official regulation, the Government of the Republic of Maldives prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Republic of Maldives any procurement of services from that country or any payments to persons or entities in that country.</p> <p>A Consultant shall meet the following criteria to be eligible to participate in public procurement:</p> <ul style="list-style-type: none"> <li>(a) have the legal capacity to enter into the contract;</li> <li>(b) should not be currently under suspension as per Chapter 17 of the PFR.</li> <li>(c) not be insolvent, in receivership, bankrupt or being wound up, its affairs not being administered by a court or a judicial officer, its business activities not being suspended and not the subject of legal proceedings for any of the foregoing;</li> <li>(d) have fulfilled its obligations to pay taxes and social security contributions;</li> <li>(e) not have been, and its directors or officers not have been, convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of five years preceding the commencement of the procurement proceedings; and not have a conflict of interest in relation to the procurement requirement in accordance with GC 3.2</li> </ul>
2.1	<p>The Effective Date is <i>[insert date]</i></p> <p><i>Note: The Effective Date may be specified by reference to conditions of effectiveness of the Contract If the Contract shall come into effect on the date it is signed, this Clause SC 2.1 should be deleted from the SC.</i></p>
2.2	<p>The date for the commencement of Services is <i>[insert date]</i>.</p>

2.3	The time period shall be <b>7 calendar months</b> .
3.2	Additionally, the Consultant shall not commit such acts stated in clause 2.15(b)(vi) of the PFR nor act in any manner that might facilitate such acts
3.4	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Maldives by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage <b>MVR 300,000.00</b></li> <li>(b) Third Party liability insurance, with a minimum coverage of <b>MVR 750,000.00</b> ;</li> <li>(c) professional liability insurance, with a minimum coverage of <b>MVR 750,000.00</b>;</li> <li>(d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul>
3.5 (c)	<p><b>Consultants actions requiring Client’s prior approval</b>  Other actions requiring Client’s prior approval are: <i>[insert actions]</i>.</p>
3.7(b)	<p><b>Documents prepared by the Consultant to be property of Client.</b>  The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p>
5.1 (g)	<p><b>Assistance and Exemptions</b>  <i>[Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause from the SC].</i></p>
6.2(a)	The amount in foreign currency or currencies is <i>[insert amount]</i> .
6.2(b)	The amount in local currency is <i>[insert amount]</i> .

<b>6.4</b>	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>[insert account]</i></p> <p>for local currency: <i>[insert account]</i></p> <p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"><li>(a) Fifteen (15) percent of the Contract Price shall be paid within 30 days of the commencement date against submission of an advance payment bank guarantee of same value.</li><li>(b) Twenty (20) percent of the lump-sum amount shall be paid upon successful completion of Stage1: Scoping.</li><li>(c) Forty (40) percent of the lump-sum amount shall be paid upon successful completion of Stage 2: Feasibility and Project Formulation.</li><li>(d) Twenty Five (25) percent of the lump-sum amount shall be paid upon successful completion of Stage 3: Transaction Advisory.</li><li>(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.</li></ul>
<b>6.5</b>	The interest rate is: <b>2%</b> .

<b>8.2</b>	<p><b>Disputes</b> shall be settled by Arbitration proceedings conducted in accordance with the Arbitration Act of the Republic of Maldives.</p> <p>In the absence of effectiveness of the Act, this will be ruled by the Court of Law of the Republic of Maldives.</p> <p><b>Dispute Settlement</b></p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the “_____*”, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the “_____*”, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by -----.</p> <p>(c) If, in a dispute subject to Clause 8.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the _____, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <hr/> <p>* <i>Insert the name of the entity to make application for arbitration.</i></p>
<b>8.3</b>	<p><b>Substitute Arbitrators</b></p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>

	<p>8.4     <b>Qualifications of Arbitrators</b></p> <p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2 (ii) hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>8.5     <b>Miscellaneous</b></p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <u>Republic of Maldives</u></p> <p>(b) the English language shall be the official language for all purposes;</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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**IV. Appendices**

**Appendix A**

**Description of the Services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]*

*\*Refer Terms of Reference*

## Appendix B

### Reporting Requirements

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

<b>Deliverable</b>	<b>Timeline</b>	<b>Additional Information</b>
Inception Report	Within 15 days from the date of the start of the Consultants' Services Contract	5 Printed Copies + Editable Soft Copy
Pre-feasibility Reports	Within 45 days from the date of submission of Inception Report	5 Printed Copies + Editable Soft Copy
Conceptual Master Plan(s) and 3D Renderings	Within 30 days from the date of submission of Pre-feasibility Report	5 Printed Copies + Editable Soft Copy
Feasibility Report(s)	Within 60 days from the date of submission of Pre-feasibility Report	5 Printed Copies + Editable Soft Copy
Master PPP Procurement Plan	Within 15 days from the date of submission of Feasibility Report	5 Printed Copies + Editable Soft Copy
PPP Tender Documents and Contracts	Within 15 days from the date of submission of Master PPP Procurement Plan	5 Printed Copies + Editable Soft Copy
Report on the legal and regulatory requirements for the port(s), draft laws, regulations and other documents required	Within 30 days from the date of submission of Feasibility Report	5 Printed Copies + Editable Soft Copy
Assistance to the Government in reaching potential internationally leading investors for the project, answering queries from potential bidders during the procurement process and in undertaking pre-bid	During procurement process	



<b>Deliverable</b>	<b>Timeline</b>	<b>Additional Information</b>
meetings.		
Assistance to the Government in the evaluation and selection of PPP partners	During procurement process	
Draft Final Report	20 days prior to the completion of the Consultants' Services Contract	5 Printed Copies + Editable Soft Copy
Final Report	Within 10 days from the date of issuance of Client's comments on the Draft Final Report	5 Printed Copies + Editable Soft Copy
Any other reports	As and when required by the Client	As required by the Client

## Appendix C

### Key Personnel and Sub-consultants

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications and experience of Personnel to be assigned to work in Maldives, and staff-months for each.*
  
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside Maldives.*
  
  - C-3 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 or C-2.*
  
  - C-4 Same information as C-1 for Key local Personnel.*

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

*List here the elements of cost used to arrive at the breakdown of the lump sum price — foreign currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

***This appendix will exclusively be used for determining remuneration for additional services.***

**Appendix E****Breakdown of Contract Price in Local Currency**

*List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:*

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

***This appendix will exclusively be used for determining remuneration for additional services.***

## **Appendix F**

### **Services and Facilities Provided by the Client**

*Note: List here the services and facilities to be made available to the Consultants by the Client.*

### Appendix G

#### Bank Guarantee for Advance Payment

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]      **Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ {name of Consulting Firm} (hereinafter called "the Consultants") has entered into Contract No. \_\_\_\_\_ {reference number of the contract} dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ {brief description of Services} (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ {amount in figures} ( \_\_\_\_\_ ) {amount in words} is to be made against an advance payment guarantee.

At the request of the Consultants, we \_\_\_\_\_ {Name of Bank} hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ {amount in figures} ( \_\_\_\_\_ ) {amount in words}<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ {name and address of Bank}.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Signature(s): \_\_\_\_\_

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.